

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 13-O-08

Introduced By:

Mayor Michael E. Bennett

Date Introduced:

October 28, 2013

Date Adopted:

Date Effective:

ORDINANCE NO. 13-O-08

AN ORDINANCE concerning

LAW ENFORCEMENT MUTUAL AID AGREEMENT

1 **FOR** the purpose of approving a certain Law Enforcement Mutual Aid Agreement between the
2 City of Aberdeen, the Town of Bel Air and the City of Havre de Grace; providing for use of the
3 Aberdeen Police Department resources outside the corporate limits of the City of Aberdeen; and
4 generally providing terms and conditions for mutual law enforcement support between the City
5 of Aberdeen Police Department and the Town of Bel Air and City of Havre de Grace Police
6 Departments.
7

8 **SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF**
9 **ABERDEEN**, that the City Council hereby approves and authorizes the Mayor to execute on
10 behalf of the City, a Law Enforcement Mutual Aid Agreement between the City of Aberdeen, the
11 Town of Bel Air and the City of Havre de Grace in substantially the form as attached to this
12 Ordinance and incorporated by reference.
13

14 **SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY**
15 **OF ABERDEEN**, that this Ordinance shall become effective at the expiration of twenty (20)
16 calendar days following adoption.

COUNCIL OF THE CITY OF ABERDEEN

Michael E. Bennett, Mayor

Ruth E. Elliott, Councilwoman

Bruce E. Garner, Councilman

Sandra J. Landbeck, Councilwoman

Ruth Ann Young, Councilwoman

ATTEST:

SEAL:

Monica A. Correll, City Clerk

Date _____

**POLICE MUTUAL AID AGREEMENT
AMONG AND BETWEEN
THE TOWN OF BEL AIR, AND THE CITIES OF ABERDEEN
AND HAVRE DE GRACE**

THIS POLICE MUTUAL AID AGREEMENT ("Agreement"), made this 16
day of SEPT. 2013, by and between TOWN OF BEL AIR, CITY OF ABERDEEN
and MAYOR AND CITY COUNCIL OF HAVRE DE GRACE (individually "municipality" or
"party" and collectively "municipalities" or "parties"), located in Harford County,
Maryland.

WHEREAS, it is in the public interest that law enforcement agencies throughout
the State of Maryland cooperate to the greatest extent possible to provide prompt,
effective and professional police services; and

WHEREAS, the federal and State governments encourage law enforcement
agencies to employ regional approaches to public safety planning, preparedness and
responses to public safety needs; and

WHEREAS, all municipal police officers employed by these agencies are certified
by and trained in current law enforcement techniques and have completed a course of
training prescribed by the Maryland Police and Correctional Training Commission
pursuant to the Public Safety Article of the Annotated Code of Maryland; and

WHEREAS, the parties to this Agreement have different jurisdictional authorities
within Harford County, they nonetheless are overlapping, contiguous or concurrent at
times; and

WHEREAS, all parties are aware that from time to time both emergency and
non-emergency public and governmental law enforcement situations have developed at

locations and times in a jurisdiction when sufficient law enforcement resources were not immediately available to enable police to render prompt, effective and professional services to the public; and

WHEREAS, these parties wish to extend prompt, effective and professional police service to the public to the extent that police resources are available, and

WHEREAS, the governing bodies of the undersigned municipalities, hereinafter denominated as "signatories," have determined that it is in the public interest and of mutual advantage to enter into an agreement for the provision of inter-agency police service in the form of a Multi-Jurisdictional Special Weapons and Tactics Team (hereinafter referred to as the "SWAT Team"); and

WHEREAS, pursuant to the authority conferred under Maryland law, Criminal Procedure Article Section 2-102 and 2-105 of the Annotated Code of Maryland, the parties enter into this Police "Mutual Aid Agreement."

NOW, THEREFORE, the parties do hereby police as follows:

1. Whenever, in the judgment of the Police Chief of any of the municipalities, or, in the event of his/her absence, his/her designee, an emergency or non-emergency public and governmental law enforcement situation arises, in his/her jurisdiction and there are not sufficient police personnel or equipment immediately available to properly handle the emergency, and the situation requires the use of a SWAT Team, he/she may request assistance from any other Party to this Agreement. The request shall be directed to a Police Chief or his/her designee. If, in the judgment of the

officer authorized to receive the request, an emergency or non-emergency public and governmental law enforcement situation exists and the police personnel or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police or equipment is required for the adequate protection of the municipality from which the assistance is being sent. The Police Chief receiving the request, or her/his designee, shall have the sole authority to determine the personnel and equipment, if any, available for assistance.

2. This Agreement authorizes the parties to undertake mutual or joint law enforcement operations involving the SWAT Team that are related to an emergency or non-emergency public and governmental law enforcement purpose and to the extent permitted by the Annotated Code of Maryland, Criminal Procedure and Criminal Law Articles.
3. It shall be the responsibility of the on-call SWAT Team commander to report to the Police Chief or her/his designee for the jurisdiction in which the law enforcement assistance has been requested to receive orders, directives and guidance for the law enforcement operations. The Police Chief or her/his designee shall retain authority within his/her jurisdiction during any law enforcement operations requiring the deployment of the SWAT Team.

4. The manner of providing assistance, as set forth in this Agreement, shall not affect the authority granted police officers in matters involving fresh pursuit as provided in Criminal Procedure 2-301, of the Annotated Code of Maryland and any other provision of law.
5. The parties acknowledge that the acts performed pursuant to this Agreement by police officers, agents or employees and the expenditures made by any Party to this Agreement shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by that jurisdiction when acting through its police officers, agents or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdiction to the same extent when acting pursuant to other lawful authority and/or Agreement beyond the territorial limits of the parties.
6. The parties acknowledge that the police officers, agent and employees, when acting pursuant to this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances and regulations and have all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

7. Participation: This Agreement is strictly voluntary in nature and places no municipality participating in it under any obligation to respond to a request for tactical unit services that it is unable or unwilling to honor. All participating municipalities should make every accommodation reasonably possible to allow team members the opportunity to assist with requests for services or corresponding training.
8. Each of the parties to this Agreement agrees that:
 - a. The parties to this Agreement hereby (i) waive any and all claims that are against the other parties to this Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and (ii) indemnify and hold harmless the other parties to the Agreement from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the other parties to the Agreement outside their respective jurisdictions under the Agreement.
9. Each party to this Agreement agrees to cooperate fully with any other party to this Agreement in defense of claims, pursuant to the indemnification provisions of Paragraph 8. This cooperation will include the following:
 - a. Immediate notification to all other parties involved of any accident or incident resulting in personal injury, damage or having the potential for liability;

- b. Recognition that each party to this Agreement involved in an accident or incident resulting in personal injury, property damage or having the potential for liability may conduct a parallel independent investigation of such accident or incident;
 - c. Each party involved in such accident or incident shall make personnel, records and equipment available for purposes of the defense of any claim or suit.
10. All personnel provided by the responding municipality under this Agreement shall report to the Chief of Police or his/her designee of the municipality requesting the aid.
11. In an emergency, radio communication between the jurisdictions shall be coordinated through the Harford County Emergency Operations Center.
12. This Agreement becomes effective upon execution by all parties and remains in effect until any party to this Agreement cancels its participation in this Agreement by sending a written notice to each of the parties thirty (30) days prior to the cancelation.

AS WITNESS the hands and seals of the parties the day and year first above
written.

WITNESS/ATTEST:



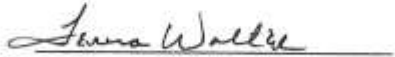
TOWN OF BEL AIR

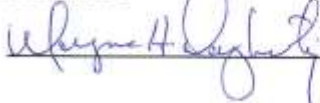
By:  a 16/13
Date

CITY OF ABERDEEN

By: _____
Date

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE



By:  9/20/13
Date

Approved as to form and
for legal sufficiency:



August 15, 2013